
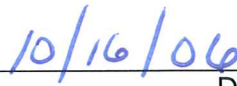


MODIFICATION OF CONTRACT
LAKE COUNTY, FLORIDA

1. Modification No.: 2 Effective Date: November 2, 2006	2. Contract No.: 0-006 Effective Date: November 2, 2005
3. Contracting Officer: Susan Dugan, CPPB Telephone Number: 352-343- 9768	5. Contractor(s)-Name and address: Wakely Consulting Group, Inc. Attention: Allison Pool 19321 U.S. Highway 19N., Suite 515 Clearwater, Florida 33764-3143
4. Issued By: Lake County, Florida Office of Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: If indicated, contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt preferably</u> , by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Per Article 4, Term of Agreement, the County renews this agreement for one (1) additional twelve (12) month period through November 1, 2008.	
8. Contractor's Signature N/A	9. Lake County, Florida By: <u>Susan Dugan</u> Senior Contracting Officer <u>9/5/07.</u> Date
10. Distribution: Copies - Contractor Post on Internet	

MODIFICATION OF CONTRACT
LAKE COUNTY, FLORIDA

<p>1. Modification No.: 1</p> <p>Effective Date: November 2, 2006</p>	<p>2. Contract No.: CT06D006 (RFP 06-006)</p> <p>Effective Date: November 2, 2005</p>
<p>3. Contracting Officer: Susan Dugan, CPPB Telephone Number: 352-343- 9768</p>	<p>5. Contractor(s)-Name and address:</p> <p>Wakely Consulting Group, Inc. 19321 U.S. Highway 19N., Suite 515 Clearwater, Florida 33764-3143</p>
<p>4. Issued By:</p> <p>Lake County, Florida Office of Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: If indicated, contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt preferably</u>, by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION:</p> <p>Per Article 4, Term of Agreement, the County renews this agreement for one (1) additional twelve (12) month period through November 1, 2007.</p>	
<p>8. Contractor's Signature</p> <p style="text-align: center;">N/A</p>	<p>9. Lake County, Florida</p> <p>By:</p> <p style="text-align: center;"> _____ Contracting Officer</p> <p style="text-align: center;"> _____ Date</p>
<p>10. Distribution:</p> <p>Copies - Department (Post on Intranet) Contractor</p>	

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA

AND

WAKELY CONSULTING GROUP, INC.

FOR ACTUARIAL CONSULTING SERVICES
TO PROVIDE
ANALYSIS AND CERTIFICATION FOR THE GROUP HEALTH PLAN

THIS IS AN AGREEMENT between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County" and Wakely Consulting Group, Inc., a Florida Corporation, hereinafter the "Consultant" for the provision of actuarial services.

WHEREAS, the County desires to have actuarial services performed to provide analysis and certification for the group health plan; and

WHEREAS, the Consultant desires to perform such services on behalf of the County.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference

2. **Scope of Services.** The Consultant shall provide the following:

- a. Evaluate the actuarial soundness of the County's self-insured group health plan and properly file the evaluation with the Florida Department of Financial Services Office of Insurance Regulation. The certification shall meet the requirements of Florida Statute 112.08.
- b. Provide an annual actuarial analysis of the self-insured group health plan. This analysis shall include but not be limited to an estimate of claims liability, and recommendations for future funding. Using data provided by the County, the Consultant shall:
 1. Review the data for reasonableness as is deemed necessary and appropriate.
 2. State the methods and standards used in the actuarial study.
 3. Provide a statement as to the adequacy of the net assets of the Plan as of the valuation date to fund the existing liabilities as of the same date.

4. Provide a statement as to the adequacy of the rate structure of the plan, when considered with the available plan assets and investment income earnings, after allowing for the assets needed to support the projected claims and other expenses of the plan for the 2005-2006 plan year.
5. Provide a statement as to the actuarial soundness of the County's self-funded employee health plan based on the review of the benefits, funding method and sources of funds.

3. **Term of Agreement.** This Agreement shall be effective for the approximate twelve (12) month period immediately following final execution. The COUNTY reserves the sole right to renew this Agreement for two (2) additional twelve (12) month periods at the same pricing structure, scope of services, and terms and conditions as contained herein.

4. **Payment.** The County shall pay the Consultant Three Thousand Nine Hundred and Sixty Dollars (\$3,960.00) to perform the terms of this Agreement. The Consultant shall invoice the County upon completion of the work as described herein. The County shall make payments in accordance with the Florida Prompt Payment Act (2004), Part VII, Chapter 218, Florida Statutes. Invoices shall be submitted to Lake County Board of County Commissioners, Employee Services Department at P.O. Box 7800, Tavares, Florida 32778.

5. **Termination.** This Agreement may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the County until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of County with the required 30 day advance written notice, County shall reimburse Consultant for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of Consultant shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

6. **Subletting of Contract.** This Agreement shall not be sublet except with the written consent of the County's Procurement Services Director. No such consent shall be construed as making the County a party to the subcontract or subjecting the County to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the

Consultant of liability and obligations under this Agreement and all transactions with the County must be through the Consultant.

7. **Insurance.** Consultant shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. Consultant shall not commence work under the Agreement until County has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

(X)	General Liability	
(X)	Each Occurrence/General Aggregate	\$500,000
(X)	Products-Completed Operations	\$500,000
(X)	Personal & Adv. Injury	\$500,000
(X)	Fire Damage	\$50,000
(X)	Medical Expense	\$5,000
(X)	Contractual Liability	

(X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

(X) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on the:

- (X) general liability policy
- () automobile liability policy

(X) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

() Valuable papers with minimum limits of \$100,000.

() Builder Risk insurance policy written on "all risk" perils.

- (X) Professional liability (medical malpractice, engineers, architect, consultant, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.
- (X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change or cancellation of the required insurance.
- (X) Certificates of insurance shall identify the RFP number, contract, project, etc. in the Description of Operations section of the Certificate.
- (X) Consultant shall be responsible for subcontractors and their insurance.
- (X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

Consultant Liability Insurance policies shall be endorsed to add County as an additional insured for General Liability Insurance. Additionally, Consultant shall be responsible for payment of all deductibles and self-insurance retention on Consultant Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to County by certified mail.

8. **Indemnity.** Consultant shall indemnify and hold County and its agents, officers, commissioners or employees harmless for any damages resulting from failure of Consultant to take out and maintain the above insurance. Additionally, Consultant agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of Consultant, its agents, employees or representative, in the performance of Consultant's duties set forth in this Agreement.

9. **Independent Contractor.** Consultant agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of County. Consultant shall have no authority to contract for or bind County in any manner and shall not represent itself as an agent of County or as otherwise authorized to act for or on behalf of County. Additionally, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

10. **Accuracy.** The Consultant is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

11. **Miscellaneous Provisions.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

A. Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

B. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

C. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

D. This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

E. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

F. During the term of this Agreement Consultant assures County that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Consultant does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against Consultant's employees or applicants for employment. Consultant understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

G. CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

H. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

I. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Allison L. Pool
Wakely Consulting Group, Inc.
19321 U.S. Hwy 19N. Suite 515
Clearwater, Florida 33764-3143
(727) 507-9858

If to COUNTY:

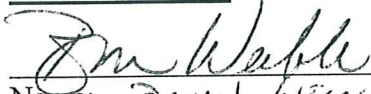
County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.


J. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its County Manager and by CONSULTANT through duly authorized representative.

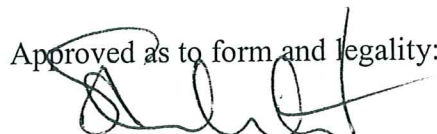
CONSULTANT


Name: BRIAN WEIBLE
Title: PRESIDENT

COUNTY


Cindy Hall, County Manager

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GS
WAKEL-3

DATE (MM/DD/YYYY)
04/06/05

PRODUCER
Bouchard-Clearwater
101 Starcrest Drive
P O Box 6090
Clearwater FL 33758-6090
Phone: 727-447-6481 Fax: 727-449-1267

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Wakely Consulting Group Inc
19321 US Hwy 19 N Bldg C #515
Clearwater FL 33764-3143

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Transcontinental Insurance Co	20486
INSURER B:	Michigan Mutual Insurance Co	23396
INSURER C:	Evanston Insurance Company	
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	1079422027 10 DAY CANG FOR NON PAY	04/01/05	04/01/06	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 Emp Ben. 1000000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS 10 DAY CANG FOR NON PAY	1079422027	04/01/05	04/01/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC1318901 10 DAY CANG FOR NON PAY	04/01/05	04/01/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
C		OTHER Professional Liab	EO-819084 10 DAY CANG FOR NON PAY	04/01/05	04/01/06	LIMIT 1000000 DED 15000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CERTIFICATE HOLDER IS ADDITIONAL INSURED SUBJECT TO THE TERMS CONDITIONS AND EXCLUSIONS OF THE POLICY. THE PROFESSIONAL LIABILITY POLICY CONTAINS A \$15,000 PER CLAIM DEDUCTIBLE SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE